

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 51	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G-06-T-0109	
6. SOLICITATION ISSUE DATE 09-Jun-2006		7. FOR SOLICITATION INFORMATION CALL:		a. NAME PAUL S RACICOT		b. TELEPHONE NUMBER (No Collect Calls) 254-939-1829	
8. OFFER DUE DATE/LOCAL TIME 12:00 PM 28 Jul 2006		9. ISSUED BY LITTLE RIVER PROJECT OFFICE ATTN: CESWF-OD-LR 3110 FM 2271 BELTON TX 76513-6522  TEL: 254-939-1829 FAX: 254-939-8061		CODE M2R0L00		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561990 SIZE STANDARD: \$6.0 Million	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO CODE		16. ADMINISTERED BY CODE		SEE SCHEDULE	
17a. CONTRACTOR/OFFEROR CODE		18a. PAYMENT WILL BE MADE BY CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>		29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		TEL: EMAIL:	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 51	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		

GATE ATTENDANT SVCS- (LRPO)  
FFP  
FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT (UNLESS OTHERWISE NOTED) TO PROVIDE GATE ATTENDANT SERVICES IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AND BID SHEETS FOR VARIOUS PARKS AND PERIODS LOCATED THROUGHOUT THE LITTLE RIVER PROJECT OFFICE LAKES.

MULTIPLE AWARDS WILL BE MADE FROM THIS SOLICITATION.

AWARDS WILL BE BASED ON BEST VALUE TO THE GOVERNMENT. FACTORS TO BE CONSIDERED ARE PRICE AND PAST PERFORMANCE

ISSUANCE OF PURCHASE ORDERS WILL BE MADE IN THE ORDER WHICH IS MOST ADVANTAGEOUS TO THE GOVERNMENT. IF A VENDOR DECLINES TO ACDCPT A PURCHASE ORDER FOR A PARK, THE VENDOR WILL NOT BE CONSIDERED FOR ANY OTHER AWARDS OFFERED IN THE SOLICITATION. ONLY ONE OFFER WILL BE MADE BY THE GOVERNMENT.

SEE ATTACHED SPECIFICATIONS AND BID SHEETS.  
FOB: Destination

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NET AMT

**\*\*THIS MUST BE COMPLETED AND RETURNED WITH YOUR QUOTATION\*\***

**Person #1** \_\_\_\_\_ **Person #2** \_\_\_\_\_

**CANYON LAKE BID SCHEDULE  
WINTER GATE ATTENDANTS 2006-2007**

<b>Item #</b>	<b>Attendant Position</b>	<b>Est. Qty of Days</b>	<b>Bid Per Day</b>	<b>Total Cost</b>
<b>Cranes Mill Park</b>				
<b>CN001</b>	<b>"A" Shift</b>			
Base	01-Oct-06 Thru			
Period	31-Mar-07	92	X \$ _____ = \$ _____	
<b>Cranes Mill Park</b>				
<b>CN001A</b>	<b>"A" Shift (Option)</b>			
Option	01-Oct-07 Thru			
Period	31-Mar-08	92	X \$ _____ = \$ _____	
TOTAL COST, BASE PLUS OPTION:				\$ _____
<b>Cranes Mill Park</b>				
<b>CN002</b>	<b>"B" Shift (Base)</b>			
Base	01-Oct-06 Thru			
Period	31-Mar-07	90	X \$ _____ = \$ _____	
<b>Cranes Mill Park</b>				
<b>CN002A</b>	<b>"B" Shift (Option)</b>			
Option	01-Oct-07 Thru			
Period	31-Mar-08	91	X \$ _____ = \$ _____	
TOTAL COST, BASE PLUS OPTION:				\$ _____
<b>Potter's Creek</b>				
<b>CN003</b>	<b>"B" Shift (Base)</b>			
Base	01-Oct-06 Thru			
Period	31-Mar-07	90	X \$ _____ = \$ _____	
<b>Potter's Creek</b>				
<b>CN003A</b>	<b>"B" Shift (Option)</b>			
Option	01-Oct-07 Thru			
Period	31-Mar-08	91	X \$ _____ = \$ _____	
TOTAL COST, BASE PLUS OPTION:				\$ _____
POINT OF CONTACT AT CANYON LAKE IS BRET DELK (830) 964-3341				

**GEORGETOWN LAKE GATE ATTENDANT BID SCHEDULE**

<b>Position</b>	<b>Est. Qty Days</b>	<b>Price Per Day</b>	<b>Total Amount</b>
001 Gate Attendant (4 Day) Georgetown Lake <b>CEDAR BREAKS PARK – SHIFT 1</b> 01-Oct-06 Thru 31-Mar-07	92	\$ _____	\$ _____
002 Gate Attendant (4 Day) – Option Period Georgetown Lake <b>CEDAR BREAKS PARK – SHIFT 1</b> 01-Oct-07 Thru 31-Mar-08	92	\$ _____	\$ _____
003 Gate Attendant (4 Day) Georgetown Lake <b>CEDAR BREAKS PARK – SHIFT 2</b> 01-Oct-06 Thru 31-Mar-07	90	\$ _____	\$ _____
004 Gate Attendant (4 Day) - Option Period Georgetown Lake <b>CEDAR BREAKS PARK – SHIFT 2</b> 01-Oct-07 Thru 31-Mar-08	91	\$ _____	\$ _____
005 Gate Attendant (4-Day) Georgetown Lake <b>JIM HOGG PARK – SHIFT 1</b> 01-Oct-06 Thru 31-Mar-07	92	\$ _____	\$ _____
006 Gate Attendant (4-Day) – Option Period Georgetown Lake <b>JIM HOGG PARK – SHIFT 1</b> 01-Oct-07 Thru 31-Mar-08	92	\$ _____	\$ _____

007

Gate Attendant (4-Day)

Georgetown Lake

**JIM HOGG PARK – SHIFT 2**

01-Oct-06 Thru 31-Mar-07

90 \$ \_\_\_\_\_ \$ \_\_\_\_\_

008

Gate Attendant (4-Day) – Option Period

Georgetown Lake

**JIM HOGG PARK – SHIFT 2**

01-Oct-07 Thru 31-Mar-08

91 \$ \_\_\_\_\_ \$ \_\_\_\_\_

009

Gate Attendant (6-Day)

Georgetown Lake

**TEJAS PARK**

01-Oct-06 Thru 31-Mar-07

156 \$ \_\_\_\_\_ \$ \_\_\_\_\_

010

Gate Attendant (6-Day) - Option Period

Georgetown Lake

**TEJAS PARK**

01-Oct-07 Thru 31-Mar-08

157 \$ \_\_\_\_\_ \$ \_\_\_\_\_

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 Bidders must bid option year to be considered for any year.

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 Point of Contact for Georgetown Lake is Olen Burditt, (512) 930-2283
 

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**GRANGER LAKE BID SCHEDULE  
WINTER GATE ATTENDANTS 2006-2007**

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<b>Item #</b>	<b>Attendant Position</b>	<b>Est. Qty of Days</b>	<b>Bid Per Day</b>	<b>Total Cost</b>
<b>GA001</b>	<b>Wilson H. Fox Park (Base)</b>			
Base				
Period	01-Oct-06 Thru 31-Mar-07	135	<b>X</b> \$ _____ = \$ _____	
<b>GA001A</b>	<b>Wilson H. Fox Park (Option)</b>			
Option				
Period	01-Oct-07 Thru 31-Mar-08	134	<b>X</b> \$ _____ = \$ _____	
TOTAL COST, BASE PLUS OPTION:				\$ _____

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<b>GA002</b>	<b>Friendship Park (Base)</b>			
Base				
Period	01-Oct-06 Thru 31-Mar-07	133	<b>X</b> \$ _____ = \$ _____	
<b>GA002A</b>	<b>Friendship Park (Option)</b>			
Option				
Period	01-Oct-07 Thru 31-Mar-08	135	<b>X</b> \$ _____ <b>X</b> \$ _____	
TOTAL COST, BASE PLUS OPTION:				\$ _____

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POINT OF CONTACT AT GRANGER LAKE IS SCOTT W. BLANK (512) 859-2668



CESWF-OD-LR

04 JUNE 2006

U.S. Army Corps of Engineers  
Little River Project Office (LRPO)  
Gate Attendant Scope of Work & Responsibility  
For All Lake Offices

**1. GENERAL:**

The services to be accomplished under this contract shall be accomplished by a two person team, or a single person at specifically identified locations, consisting of the contractor, plus 1 team member for most locations, with each person at least 21 years of age who are both physically and mentally capable of performing the duties identified in this Scope of Work (SOW) plus the individual lake's additional SOW and Gate Attendant Handbook, for the duration of the contract, including the option period if applicable. All work is to be performed by the identified contractor or team and may not be subcontracted. The contractor and team member must be identified on the "Contractor Information Sheet", attachment 1, to be accepted. The term "contractor" will refer to both members of the identified two person team. The contractor will be required to furnish all labor, equipment, fuel, transportation, tools and supplies (except as otherwise noted herein as Government furnished) necessary to provide the specified services for the duration of the contract period. Site visits are highly recommended prior to bidding. The total price of base year plus all options on an individual bid item cannot exceed \$25,000.

**NOTE: AWARD OF THIS SOLICITATION WILL BE BASED ON THE BEST VALUE TO THE  
GOVERNMENT. FACTORS TO BE CONSIDERED ARE PAST PERFORMANCE,  
EXPERIENCE AND PRICE.**

**2. DEFINITIONS:**

CONTRACTOR: The person awarded the contract. Gate attendant

CONTRACTING OFFICER (KO): The person with the authority to enter into, administer, and/or terminate contracts and make related determination and findings on behalf of the Government. This person will be identified on the SF1449 (Solicitation/Contract/Order for Commercial Items).

LAKE/PARK MANAGER: The manager of the local lake. The Park/Lake Manager may appoint an authorized representative to act in his behalf.

**3. BASIC REQUIREMENTS:** The following requirements for submitting a quote and receiving an award are now mandatory for conducting business with the DOD Government.

All offerors are required to obtain a Data Universal Numbering System (DUNS) number by calling 1-800-333-0505 or by visiting [www.dnb.com](http://www.dnb.com).

All prospective contractors must be registered in the Central Contractor Registration (CCR) database prior to any award resulting from this solicitation. If at time of award,

contractor is not registered, award will be made to the next successful "registered" offeror. Registration may be accomplished via the internet at [www.ccr.gov](http://www.ccr.gov).

All payments shall be made by Electronic Funds Transfer (EFT) or "direct deposit"

You must submit a completed "Contractor Information Sheet", Attachment 1, and your bid sheets to be considered.

**4. TERM OF CONTRACT/DUTY HOURS:**

The term of contract and duty hours are specified in each Lake Office's Scope of Work.

**5. PRE-WORK CONFERENCE:**

The contractor will be required to attend a pre-work conference to be conducted by the Lake/Park Manager or his representative, at each local lake office or other agreed upon location. This meeting will be to discuss the policies outlined in the Scope of Work and Responsibility. The pre-work conference is normally held the weekday before or on the first day the contractor begins providing the services.

**6. PERMITS/COMPLIANCE:**

The contractor shall, without additional expense to the Government, be responsible for complying with and obtaining any necessary licenses and/or permits. The contractor will comply with all Federal, State, County, and Municipal laws, codes and regulations in connection with the performance of the work.

**7. TEMPORARY LIVING QUARTERS:**

The contractor shall furnish a fully operable "self-contained" recreational vehicle (RV), travel trailer or motor home type, to serve as temporary living quarters for the duration of the contract. Maximum size of the trailer is determined by physical limitations of the site furnished and will be parked near the entrance to the park at a location to be designated by the Park/Lake Manager. Pickup (shell-type) campers, pop-up tent trailer, tents, mini-travel trailers, mobile homes, buses, or any other types of recreation vehicles that do not meet general size requirements or the "self-contained" classification, as determined by inspection of the Park/Lake Manager, will not be acceptable. In addition, the contractor shall provide and maintain a fully operable vehicle free of leaks and in good mechanical condition, which can be operated independently of the RV for purposes of personal or contract related transportation. Note: the RV vehicle must have a holding tank and the toilet must be of the recirculating or marine type. Adult family members and friends will not live with the contractor.

**8. VISITORS OF THE CONTRACTOR/PARK ATTENDANT:**

Visitors of the contractor will be required to lodge in the contractor's trailer, with the contractor or must utilize and pay for a campsite in the area. No visitors will be allowed to hook-up to the contractor's utility hook-ups at any time. The 14 day camping limit applies.

**9. UNIFORM DRESS AND PERSONAL APPEARANCE:**

The contractor shall, at all times when on duty and when dealing with the public, be required to maintain a fully clothed and neat, well groomed appearance. Shoes shall be worn; however, sandals, thongs or similar footwear will not be permitted. The contractor will promote a favorable image of the Corps through personal appearance, actions, attitude and a willingness to assist park visitors in a prompt, courteous manner.

**10. LIVING AREA AND GATEHOUSE MAINTENANCE:**

The contractor will maintain the area where the trailer is parked (Gate Attendant Site) in a clean and sanitary condition at all time. No dog pens, horse corral, poultry cages or similar facilities for pets or the raising of animals will be allowed. All pets will be confined in the contractor's trailer or on a leash of 6 foot or less in length and must not disturb park visitors. The contractor's site will remain clean of animal waste at all times. No pets are allowed inside the gatehouse. No washers, dryers, deep freezers, or excessive personal items will be permitted around trailer pad areas or inside the gatehouse. Smoking is not allowed in or within 15 feet of the gatehouse. The contractor will maintain the gatehouse in a clean, orderly and sanitary condition at all times. Gate attendants will provide all equipment, tools, and supplies necessary to clean the gatehouse. Only authorized personnel are to enter the gatehouse at anytime. Solid waste and refuse shall be deposited in a nearby trash receptacle (dumpster) furnished by the Government.

**11. USER FEES:**

The contractor will follow fee collection, refund and campsite reservation procedures established by the U.S. Army Corps of Engineers, Fort Worth District, Little River Project Office and the local Park/Lake Manager. The contractor is required to collect User Fees daily, to insure that visitors have paid applicable user fees, utilizing the U.S. Army Corps of Engineers User Permit, ENG Form 4457 and /or an automated cash register, computer-system (Automated User Permit System AUPS), NRRS software or collection from an honor system vault. This includes going through the park to collect and safeguard fees when necessary. The contractor is required to collect user fees for specialized recreation sites, facilities and services provided by the Corps of Engineers. This may include, but are not limited to, camping, group facility use, day use, or special facility use. The contractor is required to accept cash, personal check, traveler's checks, money orders or credit card payments as methods of use fee payment. The contractor will be responsible for User Fee Permits (ENG Form 4457), cash register receipts & journal, computer generated receipts & yellow copy, signed credit card receipts, and all collected forms of use fee payments until turned over to an authorized fee collector/cashier. The contractor may be audited at any time, with or without prior notice, and is required to place all forms of collected use fee payments in the cash drawer provided. The cash drawer will remain closed immediately after every transaction and the automatic lock shall not be defeated at any time. All User Fee collections exceeding \$150.00 will immediately be placed in the safe provided. The contractor is required to have \$50.00 in personal cash on hand at all times to make change. Personal funds and User Fee collections will not be co-mingled at any time. A signed statement with the

amount of personal funds in use will be placed in the cash drawer and updated immediately anytime this amount changes.

## **12. DELIVERY / INSPECTION OF USE FEES:**

All Lakes require User Fee submission a minimum of once a week. See "Use Fee Collections" in each lakes "Additional Scope of Work", for which process is used at the location(s) you are bidding. Inspections will be performed during the contract period as deemed necessary by the Lake/Park Manager.

## **13. SECURITY BONDING:**

The contractor must be fully bonded or insured to cover collected funds not received by the designated government agent or Reserve America as directed in the specifications. The contractor is required to furnish the Little River Project Office Purchasing Agent proof of such bond or security in the minimum amount of \$5,000.00 payable to the Fort Worth District US Army Corps of Engineers. Condition of the bond obligation covers the loss of Government Funds/Use Fees that are stolen or embezzled by the contract gate attendant. The bond must name all persons that will handle Government Funds/ Use Fees. The bonds should note that the contract gate attendant collector(s) are not a direct employee of the Government. The term of the bond is to be a minimum of 60 days past the contract gate attendant's effective date of termination. A condition in the bond will require the bonding company to notify the Corps of Engineers before the bond is modified, terminated or cancelled, prior to the original termination date. The contractor must provide a copy of the bond no later than 10 days after the contract begins. The contractor can choose one of the following options to fulfill this requirement:

- a. Obtain a Business Services, Fidelity or Dishonesty bond from an insurance agent meeting the criteria stated above. The cost of the bond varies by type, individual and the issuing company.
- b. Furnish an irrevocable, unconditional letter of credit from a financial institution in the specified amount.

### **\*\*\*SPECIAL NOTICE\*\*\***

All persons handling Government monies or accessing the Government computer system under this contract shall be subject to a background investigation to establish their reliability, trustworthiness, conduct and character. By execution of the contract, the contractor certifies that all persons providing such services under the contract are so qualified, including but not limited to, not having been convicted of a felony. Any person so found not to have the necessary reliability, trustworthiness, conduct and character shall be dismissed. If the contractor fails to meet this requirement, the contract will be terminated for default. By providing a bid on this contract, you are providing authorization for US Army Corps of Engineers, its agents or representatives to investigate your background, as deemed necessary by such agent or representative, to establish your trustworthiness, reliability and character.

## **14. CAMPSITE RESERVATIONS:**

The contractor will be required to take advance campsite reservations using the NRRS system. The contractor will be required to perform the following duties daily: obtain reservation data reports, i.e. bookings, arrival reports, cancellation reports, etc., from the local project office or accept the reports delivered in person, and /or transmitted by telephone, electronic mail received through a computer, facsimile machine, etc.; b) Maintain and update necessary status reports utilizing charts, status boards, note pads, card systems, computer/cash register systems, AUPS (Automated Use Permit System), etc., to insure that campsite status is kept current at all times; c) Keep records and monitor date of arrivals, departures, no-shows, cancellations, etc.; d) Fill out or process refund and credit voucher forms according to policy.; e) Identify reserved and vacant campsites by positing provided signs or markers. The contractor will furnish reliable, fully inspected, insured and presentable transportation to drive through the park as needed to determine occupied/vacant sites, post reserved/ vacant sites, collect use fees from honor vaults, etc. The contractor will also maintain records as necessary for the administration of the campsite reservation program as directed by the Park/Lake Manager. The contractor will accept the campsite reservation permit / confirmation letter as both proof and payment of the reservation.

#### **15. GROUP SHELTERS:**

The contractor will keep records and insure compliance of group shelter use as required by the Park/Lake Manager including the use of the NRRS system, where applicable.

#### **16. CAMPING STATUS:**

The contractor will record the campsite occupied and maintain record of the current status for each campsite occupied. The contractor will keep written records of each camper's length of stay to insure compliance with the Corps' camping policy. The contractor will register park users, issue appropriate passes and deliver messages to visitors as required by the Park/Lake Manager. The contractor will keep a written record of campers who are turned away due to lack of campsites or campsites with desired hook-ups. The contractor shall also participate as required in all Recreation Use Surveys that may be conducted.

#### **17. VISITOR ASSISTANCE:**

The contractor will occupy the gatehouse at all times during duty hours and is required to handout information pamphlets, copies of rules and regulations and maps to all visitors, courteously answer questions for visitors and assist campers or visitors in locating campsites. The contractor will advise campers and park visitors (1) to utilize only developed facilities or designated overflow areas and (2) to operate and park all vehicles and campers only on paved surfaces or designated parking areas. The contractor will advise campers of quiet hours (10:00 P.M. until 6:00 A.M.) as they enter the park, and assist in maintaining quiet hours.

#### **18. COMPLAINTS:**

The contractor will keep a written record of all feedback provided by park visitors. These records will be given to the Park/Lake Manager at regular intervals as directed.

**19. DISTURBANCES:**

The contractor will promptly report all accidents, violations of law, disturbances, and situations that could affect health and safety of visitors to the Park/Lake Manager. In the event the contractor is unable to communicate with the Park/Lake Manager and the situation dictates, the contractor will contact the local law enforcement officers as soon as practical. All communications with local law enforcement officers will be reported to the Park/Lake Manager, on the next workday. The Contractor will not attempt to apprehend any violators or enforce rules, regulations or laws. Attendants will inform park visitors of rules, regulations and laws and refer persistent violations to the Park/Lake Manager. NOTE: Serious incidents such as a fatality in the park or situations of significant public interest will be reported immediately to the Park/Lake Manager and/or to the local law enforcement agency.

**20. COOPERATION WITH OTHERS:**

The contractor will cooperate with the public, all other contractors, volunteers, Corps employees and others who work with the Corps of Engineers for the construction of new facilities, repair of existing facilities, sanitation services, trash pick-up services, and grass mowing, etc. The contractor will allow Corps employees to utilize communication facilities furnished by the Government. Cooperation will include, but not be limited too summoning assistance and reporting all instances of vandalism, harassment, public intoxication, speeding, etc. to proper authorities. The contractor will diligently attempt to provide for the needs of our visiting public as public relations representatives for the Corps of Engineers. The contractor may be asked to work additional days with compensation in the event that another contractor requires emergency time off.

**21. PARK INSPECTION:**

The contractor will inspect the park area and facilities a minimum number of times each day as required by the Park/Lake Manager. Inspections will be made in a vehicle provided and maintained, by the contractor. During all inspections, if the contractor observes park users violating Corps of Engineers rules and regulation, the contractor should advise the visitor of the violation, the contractor is not to pursue enforcement. If violations persist, the contractor should contact the Park/Lake Manager. If a Ranger is not available, in minor cases, a record of the incident should be made and reported to the Park/Lake manager as soon as practical.

**22. CONTRACTOR VEHICLE:**

The contractor will provide a transportation vehicle for use in performing the requirements of the contract. Minimum state required liability insurance must be carried and have current Motor Vehicle Inspection (MVI). Proof of liability insurance will be submitted to the Contracting Officer's Authorized Representative, Lake Office, no later than 10 days after the contract begins. All motor vehicles and operators will comply with state laws such as licensed operators, and vehicle safety equipment and all others.

**23. LOST AND FOUND:**

The contractor will keep lost and found articles in the gatehouse or trailer and turn over all found articles with as much information as possible to a park ranger as soon as possible.

**24. WEAPONS:**

Firearms of any type or any item that could be considered a weapon (e.g. pepper spray, clubs, etc.) will not be carried in person, in a vehicle or kept in the gatehouse at anytime.

**25. ALCOHOL:**

The contractor will not consume or be under the influence of alcoholic beverages, illicit drugs and/or medication unless administered under a doctor's prescription while in the park. The contractor will not consume or be under the influence of alcoholic beverages, drugs and/or medication in the absence of a doctor's prescription while in view of the public to include but not limited to the park entrance area, attendant site, gatehouse, park restrooms, campsites, etc.

**26. INSPECTION AND CONTRACT PERFORMANCE:**

The service performed by the contractor under the provisions of this contract shall be subject to inspections by the Contracting Officer or his designated representative to insure strict compliance with the terms of the contract. The contractor will be advised of any deficiency. Upon being advised of a deficiency, the contractor shall take immediate action either to personally correct or have his team member correct such deficiency and to insure that the deficiency does not reoccur.

**27. TRAILER SITE:**

Unless otherwise indicated in the lake's park information sheet or additional scope of work, the Government will furnish a site for self-contained travel trailer or motor home with 110 volt electricity, water, sewer hook-ups and/or dump station nearby. If the contractors' travel trailer is not configured or adaptable to the sewage, water or electric hookups available at the site, the Government will not be responsible for providing attachments' etc. No reimbursement will be made whenever utilities are not available and must be secured elsewhere. The use of the facilities is at the contractors own risk and damage to equipment will be the sole responsibility of the contractor.

**28. COMMUNICATIONS EQUIPMENT:**

The contractor may be required to operate and use radio equipment. The Government will furnish radio equipment when required.

**29. GOVERNMENT PROPERTY:**

The contractor will be required to return Government property on the last day of the contract.

**30. DAMAGE RESPONSIBILITY:**

The contractor shall be responsible for restoring any Government facilities, structures, or trees damaged as a result of his/her operation. The contractor shall also be responsible for any damage to private property, and will notify the Park/Lake Manager immediately of damage to Government property and/or private property, and injury to any person resulting from his operation. The Contractor will notify the Park/Lake Manager immediately of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed.

**31. SOLID WASTE DISPOSAL:**

A trash removal contractor will remove all solid waste material (trash) from the Government furnished containers on regular scheduled days.

**32. ABSENTEEISM:**

No payment will be made for time not worked. The Park/Lake Manager should be contacted and given as much advance notice as possible about anticipated absences. The Park/Lake Manager must approve all absences in advance. An absence by any one or both of the two-person contract team, without prior approval by the Park/Lake Manager, is grounds for dismissal of the contractor and termination of the contract. If arrangements will be made for someone to cover the shift, these persons must be approved in advance and must meet the required bonding and insurance requirements.

**33. PAYMENT FOR SERVICES:**

Payment will be made monthly by Electronic Funds Transfer (EFT) for the actual days worked at the unit price indicated on the bid sheet. Contractors should be aware that the payment could take as long as 45 days after invoice.

**34. SUBSTITUTION OF TEAM MEMBER:**

Team member substitution may be allowed upon prior approval.

**35. TERMINATION:**

Conduct of unbecoming actions on the part of the contractor may be grounds for immediate dismissal of the contractor and termination of the contract. Examples of actions requiring immediate dismissal include, but are not limited to, the following: Consumption of alcoholic beverages or intoxication while on duty, cursing, harassment of visitors, unwarranted physical contact with visitors or Corps personnel, recurring written and/or verbal complaints from visitors on contractor's attitude, lack of cooperation and/or resistance to implementation of policies and programs as directed by the Park/Lake Manager, failure to promptly correct deficiencies, etc. Failure by any one of the team members to provide items and service listed in the contract specifications may be ground for termination of the contract under FAR 52.249-8 and this clause. The contracting officer has the right to approve the substitution of any new team member/park attendant/gate attendant if that action becomes necessary.

**36. DUTY OF CONTRACTOR TO FINISH CONTRACT:**



The contractor may not terminate the contract. If the contractor fails to complete the contract through the specified term including option periods (if applicable), the contractor is subject to re-procurement cost. The contractor's failure to comply with contract specifications may be grounds for suspension or debarment for a period of time not to exceed 3 years. Acceptance of the contract shall be evidence of such knowledge, approval, or acquiescence of all contract specifications.

**37. OTHER REQUIREMENTS:**

See Project's Scope of Work for other requirements of that Project.

**ADDITIONAL SCOPE OF WORK FOR LAKE GEORGETOWN**

1. All gate attendants will hand out information pamphlets to all visitors as they enter the park, assist users in locating sites, and courteously answer questions by visitors. Tact, diplomacy, and courtesy will be exercised at all times in dealing with the public. The Lake Georgetown staff is committed to providing our visitors with the highest level of customer service. Gate attendant contractors are expected to support and further this goal.

2. The contractor will:
- A. **Promptly** report accidents/incidents to Corps Rangers.
  - B. Keep a written record of **all** complaints and criticisms.
  - C. Keep records of campers and parks as required.
  - D. Present a neat and clean appearance while on duty.
  - E. Support the U.S. Army Corps of Engineers, all project programs and refrain from participation in the furtherance of rumors.
  - F. Collect **all** fees required.
  - G. Be required to attend a 4-6 hour orientation normally held the day before contractual services begin.

3. All gate attendants will maintain **24 hour surveillance** in the park for their 4 day work week which includes weekends and some Federal holidays. A workday includes approximately 14 to 16 hours actual duty time by at least one attendant. Work will be scheduled and days off will be coordinated so that the main gate will be manned at all times

4.

<b><u>PARK AREA</u></b>	<b><u>PRIMARY FUNCTION</u></b>
Jim Hogg	Camping
Cedar Breaks	Multiple Use
Russell	Multiple Use

## Tejas Camp

## Camping

Park gates at Jim Hogg Park, Cedar Breaks Park, and Russell Park are equipped with electronic traffic control gates.

Hours of Operation: Camping areas open from 6:00 a.m.- 10:00 p.m.

Day use areas open from 6:00 a.m.- dark

Dark is defined as 30 minutes following official sunset time.

Gatehouse open from 8:00 a.m. - 10:00 p.m.

Park closure gates will be opened and closed by contractor according to above schedule of operation.

5. Contractor may be required to direct traffic flow from outside the gatehouse for several hours during periods of heavy use in any park.

**6. No fee collection contract will be in effect. The contractor will be required to convert all cash received during their 4 day work week into money orders or certified checks and remit them (along with all checks received) directly to the address specified by the Corps. The contractor will be responsible for, but not limited to, the cost of acquiring all money orders, certified checks, envelopes, and postage necessary to deliver all monies collected during the preceding 4 day period to a Millington, TN address to be specified by the Corps. The estimated number of money orders/certified checks required per attendant will be twenty-five. The contractor will be responsible for acquiring a surety bond in the amount of \$5,000.00 prior to start of contract.**

7. All open parks will have two sets of gate attendants. The schedules are as follows.

A. Jim Hogg Park--Jim Hogg Park attendants will work approximate 14 hour shifts for four days (see work schedule). The park attendant will be required to open the main entrance gate to the park at 6:00 a.m. and close it at 10:00 p.m. The park attendant will not be required to open the gatehouse until 8:00 a.m. except on occasions deemed necessary by the Corps.

B. Cedar Breaks Park--Cedar Breaks Park attendants will work approximate 14 hour shifts for four days (see work schedule). The park attendant will be required to open the main entrance gate to the park at 6:00 a.m. and close it at 10:00 p.m. The park attendant will not be required to open the gatehouse until 8:00 a.m. except on occasions deemed necessary by the Corps. The attendant who has the responsibility of manning the gatehouse at Cedar Breaks Park during the morning shift on any particular day will be required to open the Stilling Basin gate and the Overlook Park gate at 7:30 a.m. daily. Approximate mileage is 13 miles round-trip. The attendant who has the responsibility of manning the gatehouse at Cedar Breaks Park during the evening shift on any particular day will close the same gates daily at dark. Each attendant on duty

will open and close the picnic area gate within the park in accordance with the posted hours of operation. Prior to closing any of these gates, the attendant will insure that all vehicles have vacated the area. Under no circumstances will a vehicle be locked behind any gates where a 24 hour exit is not provided.

C. Russell Park-- Russell Park attendants will work approximate 14 hour shifts for four days (see work schedule). The park attendant will be required open the main gate and the camp/day use gate at 6:00 a.m. and close them at 10:00 pm. The park attendant will not be required to open the gatehouse until 8:00 a.m. except on occasions deemed necessary by the Corps. The park attendant will be responsible for making sure the swim beach/day use area is vacant at dark and both gates to it are closed. Dark will be defined as 30 minutes past official sunset time. Overnight camping will be allowed at the covered group use shelters in the day use area and the park attendant will be required to collect these fees and remove non-overnight users.

D. Tejas Camp--Tejas Camp attendants will be on duty 6 days a week. The contractor's primary responsibilities will be to collect camping fees and monitor the hunting program, and assisting in the implementation thereof during hunting season. Principle duties include the operation of a check station located at the contractor's trailer site where detailed records will be maintained and fees will be collected. The contractor may be required to check deer hunters' permits as they enter the area to insure that they are authorized to hunt. The contractor will be required to obtain lower jawbones and statistical information on all deer harvested during the season.

8. A telephone (party-line system with the other gate attendants) will be provided for the gatehouse. An outside jack (on the same line) will be provided for the contractor's RV. The Government will not be responsible for the hookup from the jack to the RV. Long distance phone calls are not authorized on these phone lines. Where available, contractors may secure an additional phone line at the sole expense of the contractor. The contractor will not disclose this number to anyone except for emergency notification since the number is non- published. Failure to comply with this rule may result in changing the number at the attendant's own cost.

9. No reimbursement will be made whenever utilities are not available and must be secured elsewhere.

10. **Smoking is not allowed in any gatehouse.** The gatehouse will be kept in a neat orderly condition and thoroughly cleaned at the end of each shift. All cleaning supplies, including but not limited to toilet paper and paper towels, will be provided by the contractor. Deficiencies in this area will be corrected immediately upon notification by the Park Manager or his representative.

11. The contractor will be required to water shrubs, trees, grass, and flowers in the immediate area of the entrance gate complex as required by the Park Manager or his

representatives.

12. All pets will be confined in the contractor's trailer or on a leash less than six feet in length. **Pets are not permitted in the gatehouse at anytime except for animals trained in, and aiding the handicapped.** Failure to comply with this regulation can result in cleaning/replacing of the carpet at the attendants own expense.

13. The maximum trailer size to be used by the contractor is 45 feet. The contractor will maintain the area where the trailer is parked in a clean and sanitary condition at all times.

14. The gatehouse and all safes therein will be locked at all times. Only authorized personnel are permitted in the gatehouse at anytime.

15. The contractor will provide a minimum of three patrols daily. More patrols may warranted (by an increased number of users inside the park) on any given day to insure security and Title 36 compliance.

16. The contractor will be required to use a computer extensively in collecting fees. The contractor will be required to collect day use fees in accordance with established policies, guidelines, and methods. The methods will include the use of computers, cash registers, and other means not previously in use. In addition, the contractor will be required to sell Golden Age Passports and Annual Day Use Passes. Contractors will be personally responsible for any failure to collect fees.

17. The contractor will report all disturbances to Corps Rangers or, in the event that he/she is unable to contact a Corps Ranger, to local law enforcement officers. All communications with law officers will be reported to Corps Rangers as soon as practical. The contractor will not attempt to apprehend any violators. In the case of a medical emergency, EMS will be contacted and a Ranger will be notified as soon as possible.

18. The contractor will be required to operate a new reservation system software and a new computer system employing a mouse and new printers using standard operating procedures outlined in handouts and the gate attendant handbook. While it is not mandatory, it is highly recommended that the attendant attend several days of unpaid training to learn the new reservation software. Suggested time for training is approximately 30 hours. **Please note that Park Office may be web based and require new training.**

19. The contractor may be required to take evaporation pond and lift station meter readings if no park host is available or on duty.

20. **The contractor will be responsible for picking up all supplies necessary to operate the gatehouse.** These will be available at the project office during normal business hours (Monday – Friday 8:00 am to 4:30 pm). Two day advance notice

shall be given for items which will be printed at the office (use the supply list to order in advance). Many of the forms used will be available on the computer at the campground gatehouse.

### **GATE ATTENDANT DUTY SCHEDULE**

Shift 1 - starts 1 Oct thru 4 Oct and then you are off 4 days, etc...

Shift 2 - starts 5 Oct thru 8 Oct and then you are off 4 days, etc...

Tejas – off on Wednesdays only.

Each attendants shift ends at 12:00 am of their last day. The attendant is responsible for surveillance in the park up to that time. Do not leave the park before your surveillance period is over unless you have made arrangements with the other gate attendants to finish your shift.

This rotates each shift thru some weekends off. Calendars are normally provided in each gatehouse to mark your workdays. If you have any questions concerning the new changes, please contact Olen Burditt at (512)819-9046 prior to bidding. **Consult the bid sheet for the total number of days per shift.**

#### **Bidders on Russell and Tejas Parks:**

Please note the changes to duties there – some overnight camping may be allowed in Russell Park. Russell and Tejas Park gate attendants will be required to convert all cash to money orders/ cashiers checks, total all checks on tape, and remit to the Recreation Fee Cashier as instructed. Take this into consideration when bidding.

#### **All bidders:**

Please read the specifications carefully – some duties have changed!

## GRANGER LAKE SCOPE OF WORK

### A. SCOPE OF WORK

1. Duty Shift Schedules: Contractor will maintain 24-hour surveillance at a park in accordance with the "Gate Attendant Duty Shift Schedule". Schedule is subject to change with one (1) week advance notice. Note that the Gate Attendant may be required to work on Holidays as requested by the Park Manager.

a. Surveillance Hours: Duty hours during which Contractor will be required to perform visitor assistance duties in accordance with the Little River Project Offices (LRPO) Gate Attendant Scope of Work and Responsibility, all Paragraphs. In all parks, surveillance will be maintained from 6:00 am - 10:00 PM. Duty hours actually in the gatehouse are from 10:00 AM – 10:00 PM Friday and Saturday. Sunday through Thursday the hours will be 10:00 AM – 7:00 PM. Duty hours may vary due to high usage and holidays.

b. Availability hours: Non-duty hours (10:00 PM - 6:00 am) during which the Contractor must be inside the park in which he resides for response to unexpected events in accordance with Duty Shift Schedule.

2. Operational Responsibility. Park closure gates will be opened and closed by the Contractor on duty according to the following schedule of operation:

Camping areas open from 6:00 am - 10:00 PM

Day use areas open from 6:00 am - dark \*

\* Dark - 30 minutes after sunset

All parks are multiple use parks equipped with traffic control devices and gates. Gate Attendants will be required to operate the gate attendant building during surveillance hours indicated in paragraph A.1.a above, and in accordance with all paragraphs in the LRPO Gate Attendant Scope of Work and Responsibility. Listed below are additional requirements at each park.

- a. Wilson H. Fox Park. The contractor for Wilson Fox Park will be required to inspect Taylor Park facilities and close the gates at 10:00pm on Mondays and open the gate and inspect the park at 6:00 am on Tuesdays from 1 October through 28 February in addition to regular duties in Fox Park.
- b. Taylor Park. The Contractor who has responsibility for surveillance of Taylor Park may be responsible for opening and closing the West End Trailhead gate at 6:00 am and dark, respectively. Prior to March 1, the contractor awarded Taylor Park will not be required to operate the gate attendant building in Taylor Park except during heavy use periods, which will be determined by the Park Manager or his designated representative. However, the Taylor Park Gate Attendant will be required to perform

gate attendant duties as described above and perform relief attendant services at Wilson H. Fox Park during days off from 1 October through 28 February. On days that relief service is required one person will be required to remain in Taylor Park (not gone from the park for more than two (2) hours) for security purposes, but will not be required to work the Taylor gatehouse. Beginning March 1, the Taylor Gate Attendant will be required to operate the gate attendant building only at Taylor Park.

- c. Willis Creek Park The Contractor and Relief Attendant will be required to close the group shelter gate the night prior to rental and open the gate when reservations arrive.

- d. Friendship Park. The Friendship Gate Attendant will be required to provide Relief Attendant

October services at Willis Creek Park during days off or in the absence of other gate attendants from 1 through 28 February. From 1 March until 31 March the Friendship Gate Attendant will be required to provide Relief Attendant services at Wilson H. Fox, Taylor, and Willis Creek Park during days off in accordance with Duty Shift Schedule. On days that relief service is required one person will be required to remain in Friendship Park (not gone from the park for more than two (2) hours) for security purposes, but will not be required to work the Friendship gatehouse. On days when no relief attendant is needed in other parks, the Relief Attendant will be required to perform gate attendant duties in the park in which they reside. The Friendship Gate Attendant will not be required to operate the gate attendant building at Friendship Park except during heavy use periods and when collecting fees for the group shelter when rented, which will be determined by the Park Manager or his designated representative.

3. Park Patrols. Contractor will be required to make a minimum of three (3) periodic checks daily at least 2 hours apart of all park areas to insure proper use of facilities. This is in addition to those required in opening and closing of the day use area and entrance gates. Boat ramp parking areas and beach areas must be checked at the beginning of each shift to identify day-user vehicles that have failed to pay a user fee. Handouts will be placed on the windows of vehicles and description and license plate number of the vehicle must be recorded. Violations of Title 36 Rules and Regulations by visitors will be given to park rangers for compliance however they see fit and **NOT** enforced by contractors. Violations to this could result in termination of the contract. One attendant must remain on duty at the gatehouse while the other patrols the campground (this is not required by the Friendship relief attendant). Additional inspections may be required to check on visitor complaints, deliver emergency messages, assist park rangers and to insure visitors comply with park closure regulations. This is all at no additional cost to the government.

4. Use Fee Collections. Weekly delivery to the project office of all paperwork from the park Bill For Collection (BFC) or Remittance Register (RR) during proceeding week will be required. For distance to the project office from each park see "Granger Lake Mileage Chart". The contractor will be responsible for remitting monies for each individual approved BFC or RR. The final approved BFC or RR, cashiers check or money order, and all personal checks will be remitted to National Recreation Reservation Service (NRRS) lock box (currently located in Atlanta, Georgia) weekly. The contractor will be responsible for purchasing cashiers checks (CC) or money orders (MO) for cash received from user fees as well as paying postage to mail the BFC or RR. If MO or CC needs to be cancelled and reissued for any reason it will be at the contractor's expense. The Government will provide the envelopes. Any copies or supplies

needed to turn-in the BFC or RR will be at the expense of the contractor. Inspections (weekly, random, and monthly) may be performed during the contract period.

## B. SPECIAL REQUIREMENTS FOR LIVING AREA ON GOVERNMENT PROPERTY

1. Communications. A telephone and radio communication will be provided at each entrance station. A telephone jack (extension-line system with other gate attendant contractors) at the trailer site may be provided. The Government will not be responsible for the hookup from the outside phone jack into the travel trailer.

2. Utilities. No reimbursement will be made whenever utilities are not available and must be secured elsewhere. The Government provides an electrical, water and sewage hook-up. The use of these facilities are at the contractors risk and damage to equipment will be the sole responsibility of the contractor.

3. Laundry. Because of the open nature of the trailer sites and their proximity to the park entrance, no clotheslines or the drying of laundry at or near the trailer site will be permitted.

4. Trailer Site. Maximum size trailer not more than 35 feet in length and 12 feet in width. At Taylor Park only, there is a covered area for the trailer. The contractor will maintain the area where the trailer is parked in a clean, mowed, sanitary condition at all times. Area to be mowed extends 30 feet in all directions from trailer pad. Contractor will be required to furnish all necessary mowing equipment or contract with others to perform the mowing.

5. Gate House Maintenance: Gate attendants are responsible for maintaining the gate house, both inside and outside, in a clean, orderly, and sanitary condition at all times. Gate attendants will provide all equipment, tools and needed supplies necessary for use and to clean the gatehouse.

## C. Special Considerations.

1. Computers or cash registers are currently installed in the gatehouses. All gate attendants should be prepared to operate such equipment during the contract period. Training for the computer operation will be provided by the Government. Use of the program will require computer literacy. The program is window driven with the use of a mouse and relatively mistake proof. Minimal computer training or skills are anticipated to be required by prospective bidders. A training computer will be available for contractors a week prior to the start of the contract. While it is not mandatory, it is highly recommended that the contractor utilize the unpaid training time to learn the new reservation software. Note that all contractors will have two days off during 1 October through 28 February and only one day off 1 March through 31 March.



**Granger Lake Mileage Chart (estimated)**

	<b>Project Office</b>	<b>Friendship Park</b>	<b>Taylor Park</b>	<b>Taylor W. Trailhead</b>
<b>Taylor</b>	<b>4.5</b>	<b>5.8</b>		<b>1.6</b>
<b>Wilson Fox</b>	<b>2.8</b>	<b>4.1</b>	<b>1.7</b>	
<b>Willis Creek</b>	<b>10.0</b>	<b>8.7</b>		
<b>Friendship</b>	<b>1.3</b>			<b>7.4</b>

**GRANGER LAKE GATE ATTENDANT DUTY SHIFT SCHEDULE #1 (WINTER)  
1 OCTOBER THROUGH 28 FEBRUARY**

<b>CONTRACTOR</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
WILLIS CREEK Surveillance Hours Availability Hours	0600-2200 2200-0600	0600-2200 2200-0600	OFF	OFF 2200-0600	0600-2200 2200-0600	0600-2200 2200-0600	0600-2200 2200-0600
WILSON H. FOX Surveillance Hours Availability Hours	0600-2200 2200-0600	0600-2200 2200-0600	OFF	OFF 2200-0600	0600-2200 2200-0600	0600-2200 2200-0600	0600-2200 2200-0600
TAYLOR (RELIEF) Surveillance Hours Availability Hours	OFF	OFF 2200-0600	FOX/TAYLOR 0600-2200 2200-0600	FOX/TAYLOR 0600-2200 2200-0600	TAYLOR 0600-2200 2200-0600	TAYLOR 0600-2200 2200-0600	TAYLOR 0600-2200 2200-0600
FRIENDSHIP (REL) Surveillance Hours Availability Hours	OFF	OFF 2200-0600	WILLIS/FSHIP 0600-2200 2200-0600	WILIS/FSHIP 0600-2200 2200-0600	FSHIP 0600-2200 2200-0600	FSHIP 0600-2200 2200-0600	FSHIP 0600-2200 2200-0600

**GRANGER LAKE GATE ATTENDANT DUTY SHIFT SCHEDULE #2 (WINTER)  
1 MARCH THROUGH 31 MARCH**

<b>CONTRACTOR</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
WILLIS CREEK Surveillance Hours Availability Hours	0600-2200 2200-0600	0600-2200 2200-0600	OFF 2200-0600	0600-2200 2200-0600	0600-2200 2200-0600	0600-2200 2200-0600	0600-2200 2200-0600
WILSON H. FOX Surveillance Hours Availability Hours	OFF 2200-0600	0600-2200 2200-0600	0600-2200 2200-0600	0600-2200 2200-0600	0600-2200 2200-0600	0600-2200 2200-0600	0600-2200 2200-0600
TAYLOR Surveillance Hours Availability Hours	0600-2200 2200-0600	OFF 2200-0600	0600-2200 2200-0600	0600-2200 2200-0600	0600-2200 2200-0600	0600-2200 2200-0600	0600-2200 2200-0600
FRIENDSHIP (REL) Surveillance Hours Availability Hours	FOX/FSHIP 0600-2200 2200-0600	TAYLOR/FSHIP 0600-2200 2200-0600	WILLIS/FSHIP 0600-2200 2200-0600	OFF 2200-0600	FSHIP 0600-2200 2200-0600	FSHIP 0600-2200 2200-0600	FSHIP 0600-2200 2200-0600

CANYON LAKE SOW**2006-2007 SCOPE OF WORK - CONTRACT GATE ATTENDANTS****CANYON LAKE OFFICE**

For the upcoming winter season at Canyon Lake, two gate attendant contracts will be advertised at Cranes Mill Park and one contract for Potter's Creek Park. The attendants will be expected to collect user fees, provide visitor assistance, give out information, and provide other services that are explained in the General Contract Provisions. All gate attendant contractors shall provide their own street legal vehicles and associated transportation costs. Further description of the hours and days to be worked for each specific contract are given in the attached "Work Schedule". Descriptions of the park areas are included in the section titled "Recreation Area Descriptions". The word "Government" refers to the Government of the United States of America, and any agency thereof. "Lake Office" refers to the U.S. Army Corps of Engineers, Canyon Lake Office.

**A. Scope of Work and Contractor Responsibility:**

1. **SURVEILLANCE:** All attendants will be required to maintain a 24-hour surveillance of the assigned park by working and residing in the park at least during their assigned work days (except at Canyon Park Beach). All attendants will be allowed to remain at the living site during their days off if they wish. Attendants will occupy and be on duty in the fee booth/park gatehouse according to the hours and days listed on the attached "Work Schedule". "On Duty" times listed on the schedule are defined as the time when at least one adult will occupy the fee booth/gatehouse and perform the duties listed below. During the "peak hours" listed in the schedule, two adults will be on duty at the gatehouse as a minimum requirement.

2. **MEETINGS:** The contractor and all attendants will be required to attend meetings at the lake office during the first week of the contract period (**ORIENTATION IS MANDATORY EVEN IF YOUR SHIFT IS OFF**), and at other times deemed necessary during the contract period at dates and times to be determined by the lake manager. During these meetings, policies and work responsibilities will be discussed plus pertinent questions will be heard and answered by the lake manager and his staff.

3. **USER FEES:** Collect user fees in the assigned park from campers and day users during the contract period as stated on the attached schedule. Park Rangers or a Contract Fee Collector will go to the gate houses to collect the fees. The attendants will be required to provide and have sufficient cash on hand each day to make change for campers who purchase user fee permits. Gate attendants at Cranes Mill Park will be required to make use of a cash register to process fees. Potter's Creek Park is part of the National Recreation Reservation Service (NRRS). Gate attendants at Potter's Creek Park will need to have basic computer skills, particularly in windows based

programs. Training will be provided for the NRRS program.

During orientation the gate attendant will sign a memo stating the amount of cash that they will have on hand at the gatehouse used for change. Attendants will collect all fees at the gatehouse and will **NOT** be required to drive through the park to collect fees at campsites. **\*Please note that the gate attendants are responsible for setting up their own bank accounts required to obtain cashiers checks.**

4. **GROUP SHELTERS:** Contractor will be responsible for maintaining a list of group shelter reservations, collecting fees, and issuing and collecting keys (or divulging lock combinations) on road gate locks for group shelters located in Canyon Park and Potter's Creek Park. All reservations shall be made at the park office, or through the National Recreation Reservation Service (NRRS) for Potter's Creek Park.

5. **GATE OPERATION:** All gate attendants in camping areas will be required to open park entrance gates at 7AM and close the gates at 10PM daily at their assigned park. The park exit gates in camping areas will be left open at all times. Please remember that on your scheduled days, at least one person must remain at the assigned park, in their temporary living quarters after hours just in case of an emergency.

6. **GOOD HEALTH AND PHYSICAL ABILITY:** Since long hours during each duty day are required for the job, it is recommended that attendants be in good health. Also working long hours in excessive heat, cold or other adverse weather may be required. Gate attendants should be able to converse in English and comprehend the spoken word in normal conversational tone. Should the gate attendant become ill, he/she is responsible for notifying the ranger on duty that day.

7. **PARK INSPECTIONS:** Gate attendants will be required to make a minimum of two (2) vehicle tours of the open park during their workshift.

8. **RECORDS:** Gate attendants may be asked by Corps personnel to keep logs of times when government contractors (i.e. cleaning, mowing, etc.) enter and exit the campgrounds.

9. **TELEPHONE:** The contractor may provide a personal telephone and extension cord to connect to an existing phone jack located at the gate attendant's trailer site. The attendant may contact Guadalupe Valley Telephone Cooperative, Inc. (1-800-835-4827), which services the park area to have the phone connected to his/her mobile residence. The gate attendant will be responsible for all connection charges, monthly service charges, security deposits, long distance charges, and all other related charges or fees for such service. The government is not expected to provide a telephone or telephone service for the residence. No cost for such telephone or service may accrue to the government. Telephone service for local calls and emergencies only may be provided in the gatehouses.

10. **MAIL:** Contractor should establish his/her own post office box at a post office or at a rural mail box (on postal contract route) set up at residence site. No personal mail may be received at the U.S. Army Corps of Engineers offices.

11. **INVOICING:** Submit a monthly invoice to the designated billing office as instructed in the Invoice Memorandum inside your "Red Book" provided by the government. See block 15 of the DD Form 1155 (Contract) for the mailing address.

12. **SUPPLIES:** Supplies will be issued and delivered weekly. Their content will be based on the order form filled out by gate attendants. If extra supplies are needed or supplies run out before delivery, an appointment with the field office must be made if gate attendants desire to pick up supplies at the field office.

**B. Government Responsibilities:**

The government (U.S. Army Corps of Engineers) will provide the following to the contractor for use during this contract period:

1. A government contractor will remove all solid waste from the furnished sewage holding tank. However, gate attendant is required to inform the lake office at times when the tank needs to be emptied.

2. The government will perform necessary maintenance to the gate station complex including repairs to gatehouse, utilities, electronic equipment, etc.

**C. Other Information and Job Requirements:**

1. Prospective bidders not familiar with the job site are encouraged to visit the project or discuss the contract with project employees before submitting a bid. Some of the parks on Canyon Lake are larger and carry more public use than others and therefore may require more intense work individually. For additional information contact:

Canyon Lake Office  
Attn: Park Rangers Brett Delk or Wade Reinhardt  
601 C.O.E. Road  
Canyon Lake, TX 78133-4112  
Telephone - 830/964-3341

2. **TRAVEL:** Travel distances from the various parks to the lake office at Canyon Dam will range from five (5) to ten (10) miles one-way.

3. **SAFETY:** All government employees and contractor personnel are required to work safely. This will include driving vehicles or other activities. Unsafe conditions, either in parks, on equipment or inside any government area, whether a danger to project personnel, contractor personnel, or the visiting public will be reported immediately to the project manager. Any accident or personal injury will also be reported immediately to the Lake Manager at the lake office (telephone: 830-964-3341)

or 964-3660).

4. **SECURITY:** All government employees and contractor personnel have a responsibility for security of public facilities. Generally, the contractor will report items that may have locks removed, gates left open, lost or stolen items, or missing property. However, any item that may be considered a risk to the public, the government interest, or project personnel will be reported immediately to Lake Manager or ranger on duty. All contract gate attendants will be responsible for keeping their respective gate house secure at all times. If contact with a lake manager or ranger is not possible, the situation should be reported to the Comal County Sheriff's office (telephone: 885-4883) in New Braunfels.

#### **D. Recreation Area Description:**

1. Cranes Mill Park is located in Comal County at Canyon Lake, approximately 27 miles northwest of I-35 and New Braunfels, TX, just off FM 2673 (south side of lake). Crane's Mill Park contains approximately 45 primitive camping sites. This park contains a free fishing pier area, a marina, and a boat ramp in the fee area. This park is popular with fisherman and boaters. Park entrance gatehouse is located across the street from gate attendant pad site.

2. Potters Creek Park is located in Comal County at Canyon Lake in south central Texas, approximately 24 miles northwest of I-35 and New Braunfels, TX, off FM 306 (north side of lake). The park consists of 320 acres. There are 109 sites with 50 amp electricity and water, 10 sites with 30 amp electricity and water, seven screened shelters, five large family sites, rest rooms with showers and flush toilets, a sanitary dump station, a group shelter, a beach, and 2 boat ramps. This park is popular with families. Camping entrance gatehouse is located less than 200 feet from gate attendant residence sites. The gatehouse is equipped with central heat and air conditioning and restroom facilities.

### **2006-2007 GATE ATTENDANT WORK SCHEDULE** **CANYON LAKE PROJECT (APPENDIX A)**

Base year terms of the contracts for **Cranes Mill Park** and **Potter's Creek Park** will be from 01 October 2006 to 31 March 2007. These contracts include one option year that will be from 01 October 2007 to 31 March 2008.

All gate attendant contractors will reside in their assigned parks where they will work four days per week.

Throughout the contract, attendants will be required to work on all weekend days and any federal holidays that do not fall on their scheduled day off.

#### **Information and Instructions toward Work Schedule:**

1. An attached sheet shows the duty schedules for both of the shifts. During these hours, at least one adult is required to occupy and operate each gatehouse's fee booth at the park entrance. The remaining hours on an "On Duty" day are hours when at least

one adult is required to remain in the area of their respective gate attendant residence site so as to be available to assist campers in emergency need.

2. The day "OFF" (not on duty) is a 24-hour period in which attendants will be allowed to leave the area if they wish. If attendants elect to remain in the park on their day/s off, they are not expected to provide any service except to respond to emergency call from any source.
3. If conditions warrant, the Reservoir Manager has the authority to change days off or times if necessary. However, the total numbers of on-duty hours per day for a contractor may not be changed except by the Government's Contracting Officer. Duty schedule is subject to change with one-week (7 days) advanced notice.

**CANYON LAKE: ON-DUTY SCHEDULE  
2006-2007 WINTER CONTRACTS**

<b>A SCHEDULE</b>		<b>B SCHEDULE</b>	
October 1	January 1	October 1	January 3
October 2	January 2	October 5	January 4
October 3	January 7	October 6	January 5
October 4	January 8	October 7	January 6
October 9	January 9	October 8	January 11
October 10	January 10	October 13	January 12
October 11	January 15	October 14	January 13
October 12	January 16	October 15	January 14
October 17	January 17	October 16	January 19
October 18	January 18	October 21	January 20
October 19	January 23	October 22	January 21
October 20	January 24	October 23	January 22
October 25	January 25	October 24	January 27
October 26	January 26	October 29	January 28
October 27	January 31	October 30	January 29
October 28	February 1	October 31	January 30
November 2	February 2	November 1	February 4
November 3	February 3	November 6	February 5
November 4	February 8	November 7	February 6
November 5	February 9	November 8	February 7
November 10	February 10	November 9	February 12
November 11	February 11	November 14	February 13
November 12	February 16	November 15	February 14
November 13	February 17	November 16	February 15

**CANYON LAKE: ON-DUTY SCHEDULE  
2006-2007 WINTER CONTRACTS**

<b>A SCHEDULE</b>		<b>B SCHEDULE</b>	
November 18	February 18	November 17	February 22
November 19	February 19	November 22	February 20
November 20	February 24	November 23	February 21
November 21	February 25	November 24	February 22
November 26	February 26	November 25	February 23
November 27	February 27	November 30	February 28
November 28	March 4	December 1	*February 29
November 29	March 5	December 2	March 1
December 4	March 6	December 3	March 2
December 5	March 7	December 8	March 3
December 6	March 12	December 9	March 8
December 7	March 13	December 10	March 9
December 12	March 14	December 11	March 10
December 13	March 15	December 16	March 11
December 14	March 20	December 17	March 16
December 15	March 21	December 18	March 17
December 20	March 22	December 19	March 18
December 21	March 23	December 26	March 19
December 22	March 28	December 27	March 24
December 23	March 29	December 28	March 25
December 30	March 30	December 29	March 26
December 31	March 31		March 27
<b>Total days = 92</b>		* applicable in 2008 only Total days = 90 (if non Leap Year) Total days = 91 (if Leap Year applies)	

CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.212-1	Instructions to Offerors--Commercial Items	JAN 2006
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999

52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (i) **Price;**
- (ii) **Past Performance (see FAR 15.304)**

**Price and past performance, when combined, are Equal in weight.**

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or



(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(2) The TIN/.SSN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN/SSN.

(3) Taxpayer Identification Number (TIN/SSN).

\_\_\_ TIN/SSN:-----

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Other-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). If your average is < 6.0 Million per year, you're a small business based on the NAICS code listed on page one of this solicitation.

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

- \_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million
- \_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million
- \_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million
- \_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million
- \_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million
- \_\_\_ Over 1,000 \_\_\_ Over \$17 million

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only

offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(ii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iii) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(iv) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(v) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 Days.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 calendar days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 26 Months.

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
----------------	-------------------------------

**99350 Park Attendant \$18.20**

**Please note: Fringe benefits percentage of 32.85% is added to the Monetary Wage-Fringe Benefits.**

(End of clause)

#### 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://ebs.swf.usace.army.mil>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2006) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (JUL 2005) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.232-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

WAGE DET-GRANGER, GEORGETOWN

94-2503 TX,AUSTIN

WAGE DETERMINATION NO: 94-2503 REV (25) AREA: TX,AUSTIN

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2504

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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William W.Gross Director	Division of Wage Determinations	Wage Determination No.: 1994-2503 Revision No.: 25 Date Of Revision: 05/24/2006
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State: Texas

Area: Texas Counties of Bastrop, Blanco, Burleson, Burnet, Caldwell, Fayette, Hays, Lampasas, Lee, Llano, Mason, Milam, San Saba, Travis, Williamson

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.27
01012 - Accounting Clerk II	11.15
01013 - Accounting Clerk III	13.36
01014 - Accounting Clerk IV	14.89
01030 - Court Reporter	15.93
01050 - Dispatcher, Motor Vehicle	14.81
01060 - Document Preparation Clerk	11.28
01070 - Messenger (Courier)	9.98
01090 - Duplicating Machine Operator	11.28

01110 - Film/Tape Librarian	12.23
01115 - General Clerk I	8.75
01116 - General Clerk II	9.81
01117 - General Clerk III	13.01
01118 - General Clerk IV	14.34
01120 - Housing Referral Assistant	18.47
01131 - Key Entry Operator I	11.58
01132 - Key Entry Operator II	14.59
01191 - Order Clerk I	11.95
01192 - Order Clerk II	13.33
01261 - Personnel Assistant (Employment) I	12.07
01262 - Personnel Assistant (Employment) II	14.19
01263 - Personnel Assistant (Employment) III	16.45
01264 - Personnel Assistant (Employment) IV	18.32
01270 - Production Control Clerk	16.06
01290 - Rental Clerk	12.79
01300 - Scheduler, Maintenance	13.09
01311 - Secretary I	13.52
01312 - Secretary II	17.52
01313 - Secretary III	18.47
01314 - Secretary IV	20.56
01315 - Secretary V	24.04
01320 - Service Order Dispatcher	10.91
01341 - Stenographer I	12.51
01342 - Stenographer II	12.91
01400 - Supply Technician	18.69
01420 - Survey Worker (Interviewer)	14.81
01460 - Switchboard Operator-Receptionist	11.83
01510 - Test Examiner	15.93
01520 - Test Proctor	15.93
01531 - Travel Clerk I	9.72
01532 - Travel Clerk II	10.45
01533 - Travel Clerk III	10.96
01611 - Word Processor I	11.99
01612 - Word Processor II	13.17
01613 - Word Processor III	14.81
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.41
03041 - Computer Operator I	12.41
03042 - Computer Operator II	13.88
03043 - Computer Operator III	18.72
03044 - Computer Operator IV	20.78
03045 - Computer Operator V	23.34
03071 - Computer Programmer I (1)	20.92
03072 - Computer Programmer II (1)	26.47
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.41
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.36
05010 - Automotive Glass Installer	15.57
05040 - Automotive Worker	15.57
05070 - Electrician, Automotive	16.43
05100 - Mobile Equipment Servicer	13.66
05130 - Motor Equipment Metal Mechanic	17.30
05160 - Motor Equipment Metal Worker	15.57
05190 - Motor Vehicle Mechanic	17.30
05220 - Motor Vehicle Mechanic Helper	12.64
05250 - Motor Vehicle Upholstery Worker	14.53
05280 - Motor Vehicle Wrecker	15.57
05310 - Painter, Automotive	16.43
05340 - Radiator Repair Specialist	15.57
05370 - Tire Repairer	11.68
05400 - Transmission Repair Specialist	17.31
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.38
07010 - Baker	10.26
07041 - Cook I	8.88
07042 - Cook II	10.03
07070 - Dishwasher	8.25
07130 - Meat Cutter	13.22



07250 - Waiter/Waitress	8.01
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	14.54
09040 - Furniture Handler	9.72
09070 - Furniture Refinisher	14.54
09100 - Furniture Refinisher Helper	11.43
09110 - Furniture Repairer, Minor	13.17
09130 - Upholsterer	14.54
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.14
11060 - Elevator Operator	8.30
11090 - Gardener	11.00
11121 - House Keeping Aid I	8.15
11122 - House Keeping Aid II	9.08
11150 - Janitor	9.14
11210 - Laborer, Grounds Maintenance	8.77
11240 - Maid or Houseman	8.15
11270 - Pest Controller	13.34
11300 - Refuse Collector	9.14
11330 - Tractor Operator	10.26
11360 - Window Cleaner	10.00
12000 - Health Occupations	
12020 - Dental Assistant	14.20
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.73
12071 - Licensed Practical Nurse I	13.39
12072 - Licensed Practical Nurse II	15.02
12073 - Licensed Practical Nurse III	16.80
12100 - Medical Assistant	12.48
12130 - Medical Laboratory Technician	13.60
12160 - Medical Record Clerk	13.54
12190 - Medical Record Technician	13.83
12221 - Nursing Assistant I	9.55
12222 - Nursing Assistant II	10.73
12223 - Nursing Assistant III	11.71
12224 - Nursing Assistant IV	13.14
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	13.60
12311 - Registered Nurse I	21.04
12312 - Registered Nurse II	25.67
12313 - Registered Nurse II, Specialist	25.67
12314 - Registered Nurse III	31.12
12315 - Registered Nurse III, Anesthetist	31.12
12316 - Registered Nurse IV	37.30
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	19.04
13011 - Exhibits Specialist I	19.55
13012 - Exhibits Specialist II	25.78
13013 - Exhibits Specialist III	27.60
13041 - Illustrator I	19.55
13042 - Illustrator II	25.78
13043 - Illustrator III	27.60
13047 - Librarian	21.80
13050 - Library Technician	14.71
13071 - Photographer I	15.46
13072 - Photographer II	17.18
13073 - Photographer III	22.66
13074 - Photographer IV	24.27
13075 - Photographer V	27.67
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	6.97
15030 - Counter Attendant	6.97
15040 - Dry Cleaner	8.66
15070 - Finisher, Flatwork, Machine	6.97
15090 - Presser, Hand	6.97
15100 - Presser, Machine, Drycleaning	6.97
15130 - Presser, Machine, Shirts	6.97
15160 - Presser, Machine, Wearing Apparel, Laundry	6.97
15190 - Sewing Machine Operator	9.22
15220 - Tailor	9.78
15250 - Washer, Machine	7.56
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	14.54
19040 - Tool and Die Maker	21.54
21000 - Material Handling and Packing Occupations	

21010 - Fuel Distribution System Operator	13.30
21020 - Material Coordinator	15.34
21030 - Material Expediter	15.34
21040 - Material Handling Laborer	9.92
21050 - Order Filler	11.41
21071 - Forklift Operator	11.63
21080 - Production Line Worker (Food Processing)	11.63
21100 - Shipping/Receiving Clerk	13.22
21130 - Shipping Packer	12.09
21140 - Store Worker I	9.41
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.45
21210 - Tools and Parts Attendant	11.63
21400 - Warehouse Specialist	11.63
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.08
23040 - Aircraft Mechanic Helper	14.66
23050 - Aircraft Quality Control Inspector	21.08
23060 - Aircraft Servicer	16.86
23070 - Aircraft Worker	16.43
23100 - Appliance Mechanic	14.54
23120 - Bicycle Repairer	11.68
23125 - Cable Splicer	19.08
23130 - Carpenter, Maintenance	16.31
23140 - Carpet Layer	18.35
23160 - Electrician, Maintenance	20.58
23181 - Electronics Technician, Maintenance I	16.13
23182 - Electronics Technician, Maintenance II	20.61
23183 - Electronics Technician, Maintenance III	21.73
23260 - Fabric Worker	13.92
23290 - Fire Alarm System Mechanic	16.19
23310 - Fire Extinguisher Repairer	13.02
23340 - Fuel Distribution System Mechanic	16.84
23370 - General Maintenance Worker	13.78
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.77
23430 - Heavy Equipment Mechanic	17.07
23440 - Heavy Equipment Operator	15.31
23460 - Instrument Mechanic	16.66
23470 - Laborer	9.99
23500 - Locksmith	14.54
23530 - Machinery Maintenance Mechanic	17.08
23550 - Machinist, Maintenance	16.96
23580 - Maintenance Trades Helper	12.09
23640 - Millwright	17.00
23700 - Office Appliance Repairer	15.75
23740 - Painter, Aircraft	19.35
23760 - Painter, Maintenance	14.54
23790 - Pipefitter, Maintenance	18.76
23800 - Plumber, Maintenance	17.73
23820 - Pneudraulic Systems Mechanic	16.66
23850 - Rigger	16.66
23870 - Scale Mechanic	14.83
23890 - Sheet-Metal Worker, Maintenance	18.25
23910 - Small Engine Mechanic	14.32
23930 - Telecommunication Mechanic I	19.32
23931 - Telecommunication Mechanic II	20.29
23950 - Telephone Lineman	18.52
23960 - Welder, Combination, Maintenance	15.31
23965 - Well Driller	15.31
23970 - Woodcraft Worker	16.66
23980 - Woodworker	12.09
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.34
24580 - Child Care Center Clerk	11.64
24600 - Chore Aid	7.61
24630 - Homemaker	16.36
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	16.86
25040 - Sewage Plant Operator	14.96
25070 - Stationary Engineer	16.96
25190 - Ventilation Equipment Tender	12.23
25210 - Water Treatment Plant Operator	14.96
27000 - Protective Service Occupations	
(not set) - Police Officer	21.16
27004 - Alarm Monitor	14.03

27006 - Corrections Officer	15.14
27010 - Court Security Officer	18.13
27040 - Detention Officer	15.14
27070 - Firefighter	18.13
27101 - Guard I	10.45
27102 - Guard II	16.13
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	14.27
28020 - Hatch Tender	14.27
28030 - Line Handler	14.27
28040 - Stevedore I	13.88
28050 - Stevedore II	15.54
29000 - Technical Occupations	
21150 - Graphic Artist	21.57
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	18.62
29024 - Archeological Technician II	20.65
29025 - Archeological Technician III	25.78
29030 - Cartographic Technician	24.85
29035 - Computer Based Training (CBT) Specialist/ Instructor	30.38
29040 - Civil Engineering Technician	25.78
29061 - Drafter I	14.51
29062 - Drafter II	17.59
29063 - Drafter III	19.55
29064 - Drafter IV	25.78
29081 - Engineering Technician I	12.94
29082 - Engineering Technician II	15.61
29083 - Engineering Technician III	18.00
29084 - Engineering Technician IV	21.87
29085 - Engineering Technician V	23.65
29086 - Engineering Technician VI	26.96
29090 - Environmental Technician	21.21
29100 - Flight Simulator/Instructor (Pilot)	33.42
29160 - Instructor	22.04
29210 - Laboratory Technician	16.33
29240 - Mathematical Technician	25.78
29361 - Paralegal/Legal Assistant I	17.85
29362 - Paralegal/Legal Assistant II	20.54
29363 - Paralegal/Legal Assistant III	25.15
29364 - Paralegal/Legal Assistant IV	30.41
29390 - Photooptics Technician	25.94
29480 - Technical Writer	24.95
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	22.48
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	21.05
29622 - Weather Observer, Upper Air (3)	21.05
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	12.16
31260 - Parking and Lot Attendant	8.86
31290 - Shuttle Bus Driver	12.73
31300 - Taxi Driver	10.95
31361 - Truckdriver, Light Truck	13.97
31362 - Truckdriver, Medium Truck	14.85
31363 - Truckdriver, Heavy Truck	15.94
31364 - Truckdriver, Tractor-Trailer	15.94
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.56
99030 - Cashier	9.75
99041 - Carnival Equipment Operator	9.47
99042 - Carnival Equipment Repairer	10.16
99043 - Carnival Worker	7.95
99050 - Desk Clerk	9.11
99095 - Embalmer	18.49
99300 - Lifeguard	10.52
99310 - Mortician	18.41
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.90
99500 - Recreation Specialist	13.88

99510 - Recycling Worker	11.69
99610 - Sales Clerk	11.14
99620 - School Crossing Guard (Crosswalk Attendant)	9.14
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	17.36
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.27
99660 - Surveying Aide	11.92
99690 - Swimming Pool Operator	11.99
99720 - Vending Machine Attendant	9.58
99730 - Vending Machine Repairer	11.62
99740 - Vending Machine Repairer Helper	9.58

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

### CANYON WAGE DETERMINATION

94-2521 TX,SAN ANTONIO

WAGE DETERMINATION NO: 94-2521 REV (30) AREA: TX,SAN ANTONIO

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2522

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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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William W.Gross Director	Division of Wage Determinations	Wage Determination No.: 1994-2521 Revision No.: 30 Date Of Revision: 05/23/2006
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State: Texas

Area: Texas Counties of Atascosa, Bandera, Bexar, Comal, De Witt, Edwards, Gillespie, Gonzales, Guadalupe, Karnes, Kendall, Kerr, Kinney, McMullen, Medina, Real, Uvalde, Val Verde, Wilson

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.81
01012 - Accounting Clerk II	11.51
01013 - Accounting Clerk III	13.27
01014 - Accounting Clerk IV	15.64
01030 - Court Reporter	15.13
01050 - Dispatcher, Motor Vehicle	13.80
01060 - Document Preparation Clerk	11.76

01070 - Messenger (Courier)	9.37
01090 - Duplicating Machine Operator	11.76
01110 - Film/Tape Librarian	11.20
01115 - General Clerk I	9.27
01116 - General Clerk II	10.45
01117 - General Clerk III	11.40
01118 - General Clerk IV	15.45
01120 - Housing Referral Assistant	16.45
01131 - Key Entry Operator I	9.93
01132 - Key Entry Operator II	11.44
01191 - Order Clerk I	10.54
01192 - Order Clerk II	12.23
01261 - Personnel Assistant (Employment) I	11.35
01262 - Personnel Assistant (Employment) II	13.71
01263 - Personnel Assistant (Employment) III	15.38
01264 - Personnel Assistant (Employment) IV	18.00
01270 - Production Control Clerk	15.59
01290 - Rental Clerk	11.10
01300 - Scheduler, Maintenance	13.19
01311 - Secretary I	13.19
01312 - Secretary II	14.75
01313 - Secretary III	16.45
01314 - Secretary IV	19.97
01315 - Secretary V	22.12
01320 - Service Order Dispatcher	12.22
01341 - Stenographer I	12.34
01342 - Stenographer II	13.75
01400 - Supply Technician	19.97
01420 - Survey Worker (Interviewer)	13.12
01460 - Switchboard Operator-Receptionist	9.69
01510 - Test Examiner	14.75
01520 - Test Proctor	14.75
01531 - Travel Clerk I	10.32
01532 - Travel Clerk II	10.95
01533 - Travel Clerk III	11.50
01611 - Word Processor I	11.34
01612 - Word Processor II	12.48
01613 - Word Processor III	14.78
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.20
03041 - Computer Operator I	12.60
03042 - Computer Operator II	14.16
03043 - Computer Operator III	17.17
03044 - Computer Operator IV	19.04
03045 - Computer Operator V	21.11
03071 - Computer Programmer I (1)	18.72
03072 - Computer Programmer II (1)	23.80
03073 - Computer Programmer III (1)	26.83
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	23.92
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.60
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	16.12
05010 - Automotive Glass Installer	13.46
05040 - Automotive Worker	13.46
05070 - Electrician, Automotive	14.25
05100 - Mobile Equipment Servicer	12.01
05130 - Motor Equipment Metal Mechanic	15.00
05160 - Motor Equipment Metal Worker	13.46
05190 - Motor Vehicle Mechanic	15.00
05220 - Motor Vehicle Mechanic Helper	11.38
05250 - Motor Vehicle Upholstery Worker	12.72
05280 - Motor Vehicle Wrecker	13.46
05310 - Painter, Automotive	14.25
05340 - Radiator Repair Specialist	13.46
05370 - Tire Repairer	11.12
05400 - Transmission Repair Specialist	15.00
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.10
07010 - Baker	10.35
07041 - Cook I	8.72
07042 - Cook II	10.35

07070 - Dishwasher	7.67
07130 - Meat Cutter	11.96
07250 - Waiter/Waitress	7.46
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	13.66
09040 - Furniture Handler	9.71
09070 - Furniture Refinisher	13.66
09100 - Furniture Refinisher Helper	10.91
09110 - Furniture Repairer, Minor	12.20
09130 - Upholsterer	13.66
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	7.48
11060 - Elevator Operator	7.48
11090 - Gardener	11.22
11121 - House Keeping Aid I	8.31
11122 - House Keeping Aid II	8.85
11150 - Janitor	8.79
11210 - Laborer, Grounds Maintenance	9.43
11240 - Maid or Houseman	8.31
11270 - Pest Controller	11.92
11300 - Refuse Collector	7.74
11330 - Tractor Operator	10.67
11360 - Window Cleaner	9.30
12000 - Health Occupations	
12020 - Dental Assistant	11.98
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.79
12071 - Licensed Practical Nurse I	12.02
12072 - Licensed Practical Nurse II	13.48
12073 - Licensed Practical Nurse III	15.09
12100 - Medical Assistant	11.83
12130 - Medical Laboratory Technician	13.51
12160 - Medical Record Clerk	12.36
12190 - Medical Record Technician	13.75
12221 - Nursing Assistant I	8.18
12222 - Nursing Assistant II	9.20
12223 - Nursing Assistant III	10.04
12224 - Nursing Assistant IV	11.26
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.26
12311 - Registered Nurse I	20.72
12312 - Registered Nurse II	24.87
12313 - Registered Nurse II, Specialist	25.02
12314 - Registered Nurse III	28.84
12315 - Registered Nurse III, Anesthetist	28.84
12316 - Registered Nurse IV	34.53
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.67
13011 - Exhibits Specialist I	16.05
13012 - Exhibits Specialist II	17.58
13013 - Exhibits Specialist III	20.01
13041 - Illustrator I	16.80
13042 - Illustrator II	19.34
13043 - Illustrator III	22.01
13047 - Librarian	23.05
13050 - Library Technician	11.55
13071 - Photographer I	11.70
13072 - Photographer II	14.31
13073 - Photographer III	15.49
13074 - Photographer IV	17.63
13075 - Photographer V	21.39
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.47
15030 - Counter Attendant	7.47
15040 - Dry Cleaner	9.09
15070 - Finisher, Flatwork, Machine	7.47
15090 - Presser, Hand	7.47
15100 - Presser, Machine, Drycleaning	7.47
15130 - Presser, Machine, Shirts	7.47
15160 - Presser, Machine, Wearing Apparel, Laundry	7.47
15190 - Sewing Machine Operator	9.58
15220 - Tailor	10.07
15250 - Washer, Machine	8.11
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15.98

19040 - Tool and Die Maker	18.82
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	11.51
21020 - Material Coordinator	13.42
21030 - Material Expediter	13.42
21040 - Material Handling Laborer	10.39
21050 - Order Filler	10.21
21071 - Forklift Operator	11.25
21080 - Production Line Worker (Food Processing)	11.25
21100 - Shipping/Receiving Clerk	10.76
21130 - Shipping Packer	11.36
21140 - Store Worker I	8.86
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	11.82
21210 - Tools and Parts Attendant	11.25
21400 - Warehouse Specialist	11.25
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.43
23040 - Aircraft Mechanic Helper	12.93
23050 - Aircraft Quality Control Inspector	18.46
23060 - Aircraft Servicer	14.48
23070 - Aircraft Worker	15.44
23100 - Appliance Mechanic	14.53
23120 - Bicycle Repairer	11.12
23125 - Cable Splicer	15.17
23130 - Carpenter, Maintenance	13.97
23140 - Carpet Layer	12.91
23160 - Electrician, Maintenance	18.62
23181 - Electronics Technician, Maintenance I	18.08
23182 - Electronics Technician, Maintenance II	21.33
23183 - Electronics Technician, Maintenance III	22.38
23260 - Fabric Worker	12.97
23290 - Fire Alarm System Mechanic	15.58
23310 - Fire Extinguisher Repairer	12.12
23340 - Fuel Distribution System Mechanic	15.82
23370 - General Maintenance Worker	13.33
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.27
23430 - Heavy Equipment Mechanic	14.99
23440 - Heavy Equipment Operator	14.38
23460 - Instrument Mechanic	15.58
23470 - Laborer	8.52
23500 - Locksmith	13.66
23530 - Machinery Maintenance Mechanic	15.82
23550 - Machinist, Maintenance	14.38
23580 - Maintenance Trades Helper	10.91
23640 - Millwright	18.36
23700 - Office Appliance Repairer	14.70
23740 - Painter, Aircraft	15.04
23760 - Painter, Maintenance	13.66
23790 - Pipefitter, Maintenance	16.46
23800 - Plumber, Maintenance	16.46
23820 - Pneudraulic Systems Mechanic	15.58
23850 - Rigger	15.17
23870 - Scale Mechanic	13.84
23890 - Sheet-Metal Worker, Maintenance	14.55
23910 - Small Engine Mechanic	14.20
23930 - Telecommunication Mechanic I	18.19
23931 - Telecommunication Mechanic II	19.15
23950 - Telephone Lineman	18.19
23960 - Welder, Combination, Maintenance	14.38
23965 - Well Driller	14.38
23970 - Woodcraft Worker	15.58
23980 - Woodworker	11.51
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.45
24580 - Child Care Center Clerk	12.07
24600 - Chore Aid	6.52
24630 - Homemaker	13.69
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.19
25040 - Sewage Plant Operator	15.03
25070 - Stationary Engineer	18.19
25190 - Ventilation Equipment Tender	12.13
25210 - Water Treatment Plant Operator	15.03
27000 - Protective Service Occupations	

(not set) - Police Officer	21.15
27004 - Alarm Monitor	12.06
27006 - Corrections Officer	19.48
27010 - Court Security Officer	19.48
27040 - Detention Officer	19.48
27070 - Firefighter	18.13
27101 - Guard I	8.49
27102 - Guard II	12.25
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	13.84
28020 - Hatch Tender	13.84
28030 - Line Handler	13.84
28040 - Stevedore I	12.56
28050 - Stevedore II	14.25
29000 - Technical Occupations	
21150 - Graphic Artist	20.05
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	12.69
29024 - Archeological Technician II	14.20
29025 - Archeological Technician III	17.58
29030 - Cartographic Technician	20.22
29035 - Computer Based Training (CBT) Specialist/ Instructor	23.83
29040 - Civil Engineering Technician	16.70
29061 - Drafter I	11.79
29062 - Drafter II	13.28
29063 - Drafter III	17.66
29064 - Drafter IV	20.22
29081 - Engineering Technician I	12.88
29082 - Engineering Technician II	15.55
29083 - Engineering Technician III	17.40
29084 - Engineering Technician IV	19.85
29085 - Engineering Technician V	23.33
29086 - Engineering Technician VI	26.50
29090 - Environmental Technician	16.21
29100 - Flight Simulator/Instructor (Pilot)	28.63
29160 - Instructor	21.12
29210 - Laboratory Technician	16.48
29240 - Mathematical Technician	20.22
29361 - Paralegal/Legal Assistant I	15.11
29362 - Paralegal/Legal Assistant II	19.84
29363 - Paralegal/Legal Assistant III	24.25
29364 - Paralegal/Legal Assistant IV	29.32
29390 - Photooptics Technician	18.74
29480 - Technical Writer	23.34
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	17.11
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	15.39
29622 - Weather Observer, Upper Air (3)	15.39
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.09
31260 - Parking and Lot Attendant	8.04
31290 - Shuttle Bus Driver	12.89
31300 - Taxi Driver	10.48
31361 - Truckdriver, Light Truck	12.89
31362 - Truckdriver, Medium Truck	13.70
31363 - Truckdriver, Heavy Truck	16.02
31364 - Truckdriver, Tractor-Trailer	16.02
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.51
99030 - Cashier	7.80
99041 - Carnival Equipment Operator	8.76
99042 - Carnival Equipment Repairer	9.21
99043 - Carnival Worker	7.31
99050 - Desk Clerk	8.80
99095 - Embalmer	16.85
99300 - Lifeguard	10.52
99310 - Mortician	22.43
99350 - Park Attendant (Aide)	13.21



99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.52
99500 - Recreation Specialist	12.20
99510 - Recycling Worker	9.21
99610 - Sales Clerk	10.73
99620 - School Crossing Guard (Crosswalk Attendant)	8.91
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	16.24
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.52
99660 - Surveying Aide	11.32
99690 - Swimming Pool Operator	10.43
99720 - Vending Machine Attendant	8.75
99730 - Vending Machine Repairer	10.43
99740 - Vending Machine Repairer Helper	8.75

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for

ordance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed

occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.